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4
5 THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, REGION 10
6 and
7 THE UNITED STATES DEFENSE LOGISTICS AGENCY

8 IN THE MATTER OF:)
9 Arctic Surplus,) Docket No. 1091-05-36-104
10 Fairbanks, Alaska,)
11 Respondent.)
12 Proceeding under Sections 104) ADMINISTRATIVE CONSENT
13 and 106(a) of CERCLA,) ORDER FOR
42 U.S.C. §§ 9604 and 9606(a),) 1991 REMOVAL AT THE
as amended.) ARCTIC SURPLUS SUPERFUND SITE

14
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25 ATTACHMENT

26 A. Scope of Work

1 I. INTRODUCTION

2 1.1 This Administrative Consent Order ("Order") is entered
3 into by the United States Environmental Protection Agency ("U.S.
4 EPA") and the Defense Logistics Agency ("DLA"), in lieu of DLA
5 conducting the work required by the attached Scope of Work. This
6 Order provides for DLA's payment of U.S. EPA's costs to perform
7 removal and response actions pertaining to the cleanup of
8 contaminated soils at the Arctic Surplus Superfund Site pursuant
9 to Sections 104 and 106(a) of the Comprehensive Environmental
10 Response, Compensation, and Liability Act of 1980, 42 U.S.C.
11 Sections 9604 and 9606(a) ("CERCLA"), as amended. Notice of this
12 Order has been given to the State of Alaska.

13 II. JURISDICTION

14 2.1 This Order by the U.S. EPA is issued to DLA
15 pursuant to the authority vested in the President of the United
16 States of America by Sections 104 and 106(a) of CERCLA.
17 42 U.S.C. §§ 9604 and 9604(a). The authority of the President
18 has been delegated to the Administrator of U.S. EPA in Executive
19 Order 12580, 52 Fed. Reg. 2923, January 29, 1987, and redelegated
20 to the Regional Administrators of U.S. EPA. This Order pertains
21 to real property and improvements thereon located at Arctic
22 Surplus, Fairbanks, Alaska ("Site").

23 2.2. DLA has been delegated authority to enter
24 this Order and has the authority and ability to pay for the
25 actions set out in the attached Scope of Work in accordance with
26 the Defense Environmental Restoration Program ("DERP"), 10 U.S.C.
27 2701-2707.

1 2.3 The actions taken pursuant to this Order
2 shall not be inconsistent with CERCLA and the National Oil and
3 Hazardous Substance Contingency Plan, 40 C.F.R. Section 300, as
4 amended ("NCP").

5 III. DEFINITIONS

6 3.1. Except as noted below or otherwise explicitly
7 stated, the definitions provided in CERCLA and the NCP shall
8 control the meaning of terms used in this Order.

9 A. "CERCLA" shall mean the Comprehensive
10 Environmental Response, Compensation, and Liability Act, Public
11 Law 96-510, 42 U.S.C. Section 9601, et seq., as amended by the
12 Superfund Amendments and Reauthorization Act of 1986, Public Law
13 99-499, and any subsequent amendments.

14 B. "Defense Logistics Agency" or ("DLA") is an
15 agency within the United States Department of Defense and shall
16 mean its employees, agents, successors, and authorized
17 representatives. DLA includes the Defense Reutilization and
18 Marketing Service ("DRMS"), a primary level field activity having
19 responsibility for the Department of Defense program for the
20 disposal of excess and surplus personal property of the
21 Department of Defense.

22 C. "U.S. EPA" shall mean the United States
23 Environmental Protection Agency, its employees, agents,
24 successors, and authorized representatives.

25 D. "Removal" shall have the same meaning as
26 provided in Section 101(23) of CERCLA, 42 U.S.C. § 9601(23).
27

1 E. "Costs" shall include all costs incurred by
2 U.S. EPA and its representatives in conducting the 1991 removal
3 activities outlined in the attached Scope of Work, including
4 contractor costs, disposal costs, access costs, other direct
5 costs and indirect costs which are incurred not inconsistent with
6 the NCP.

7 F. "Site" shall mean the Arctic Surplus Site
8 described in Section VI of this Order and shall include the areal
9 extent of contamination.

10 IV. PARTIES BOUND

11 4.1 The Parties to this Order are the United
12 States Environmental Protection Agency and the Defense Logistics
13 Agency.

14 4.2 This Order shall apply to and be binding upon
15 both Parties to this Order.

16 4.3 In selecting contractors to perform work
17 associated with the Site, the Parties will comply with the
18 Federal Acquisition Regulation ("FAR") Subpart 9.4, 48 C.F.R.
19 Subpart 9.4 and 40 C.F.R. Part 32 and applicable supplements.

20 V. PURPOSE

21 5.1 In entering into this Order, the mutual
22 objectives of U.S. EPA and DLA are:

23 A. To conduct removal activities set out in the
24 attached Scope of Work ("Attachment A") which will minimize or
25 mitigate the damage to the public health or welfare or to the
26 environment which would result from releases or threatened
27 releases of hazardous substances into the environment;

1 B. To provide for U.S. EPA performance of the removal
2 activities outlined in Attachment A in lieu of DLA conducting
3 such work;

4 C. To provide for DLA payment of U.S. EPA's Costs to
5 perform the removal actions set out in Attachment A;

6 D. To facilitate cooperation, exchange of
7 information, and the participation of the Parties in such action;
8 and

9 E. To provide for an orderly progression from removal
10 activities to remedial activities at this Site.

11 VI. FACTS

12 6.1 For purposes of this Order, the following
13 constitute a summary of the facts on which this Order is based.
14 None of the facts related herein shall be considered admissions
15 by any Party. They shall not be used by any Party related or
16 unrelated to this Order for purposes other than determining the
17 basis for this Order.

18 A. The Arctic Surplus Site ("Site") is a twenty-two
19 (22) acre parcel of land located northeast of the intersection of
20 Badger Road and Old Richardson Highway, six (6) miles southeast
21 of Fairbanks, Alaska. The Site's northern border is adjacent to
22 a subdivision. An Alaska Railroad right-of-way borders the
23 southern edge of the Site and McPeak Sand and Gravel borders the
24 Site on the east.

25 B. A portion of the Site was owned by the Department
26 of Defense between 1944 and 1958. During some period after 1958,
27 Carl Pedersen owned and/or operated it as a salvage yard for

1 military surplus and other material. Roger McPeak purchased the
2 salvage yard property in 1976. In 1986, the property was divided
3 in a foreclosure procedure, with Mr. McPeak retaining ownership
4 of fifteen (15) acres and seven (7) acres of the Site reverting
5 to Pedersen.

6 C. Reportedly, past activities at the Site include
7 battery salvaging and incineration of transformer oil containing
8 polychlorinated biphenyls ("PCB"). There are two incinerators
9 located on the Site. One, allegedly, was used to burn
10 transformer casings and the second to melt aluminum. Drums
11 containing oils and unknown chemicals were stored at the Site.
12 Asbestos was accepted at the Site, both as part of equipment that
13 was to be salvaged and in bulk form.

14 D. Waste oil, contaminated fuels, transformers,
15 electrical equipment, scrap metal alleged to contain asbestos,
16 insulation, anti-freeze, automotive batteries and battery scrap,
17 and other surplus personal property generated by the Department
18 of Defense was sold to owners and operators of the Site and the
19 property was transported there.

20 E. In 1972, the Department of Defense delegated its
21 authority to dispose of Department of Defense surplus personal
22 property to DLA. That authority was, in turn, delegated to DRMS.

23 F. During August and September, 1988, the Alaska
24 Department of Environmental Conservation conducted a Site
25 inspection in order to rank the Site for possible inclusion on
26 the U.S. EPA National Priorities List ("NPL") for uncontrolled
27 hazardous waste sites.

1 G. On October 26, 1989, U.S. EPA proposed the Site
2 for inclusion on the NPL. 45 Fed. Reg. 43778 (October 26, 1990).

3 H. During September and October of 1989, U.S. EPA
4 conducted a removal action to secure the Site, to sample wells in
5 close proximity to the Site, and to remove asbestos and
6 asbestos-containing debris. Sampling conducted during the
7 removal action showed elevated concentrations of PCB, lead,
8 asbestos, and other hazardous substances in on-site soils.

9 I. The Site was listed on the National Priorities List
10 on August 30, 1990. 55 Fed. Reg. 35502 (August 30, 1990).

11 J. During the Summer of 1990, DLA conducted a removal
12 action at the Site pursuant to an Administrative Consent Order:
13 Docket No. 1089-08-19-106.

14 VII. REGULATORY DETERMINATIONS

15 7.1 Based on the above findings of fact, U.S. EPA
16 has made the following jurisdictional determinations. None of
17 these determinations shall be considered admissions by any Party
18 and shall not be used by any person, related or unrelated to this
19 Order, for purposes other than determining the basis for the
20 Order:

21 A. The Site is a facility within the meaning of
22 Section 101(9) of CERCLA, 42 U.S.C. § 9601(9);

23 B. DLA is a person within the meaning of Section
24 101(21) of CERCLA, 42 U.S.C. § 9601(21);

25 C. DLA arranged by contract and agreement for
26 disposal and/or treatment and/or arranged with a transporter for
27 transport for disposal or treatment, of certain hazardous

1 substances owned or possessed by DLA, at the Arctic Surplus Site,
2 a facility owned or operated by another Party, within the meaning
3 of Section 107(a)(3), 42 U.S.C. § 9607(a)(3);

4 D. The presence of hazardous substances at the Site
5 and the past and/or potential migration of hazardous substances,
6 pollutants, or contaminants from the Site constitutes an actual
7 or threatened release as defined in Section 101(22) of CERCLA,
8 42 U.S.C. § 9601(22);

9 E. DLA is a Department of Defense agency, subject to
10 the control of the Secretary of Defense and subject to the
11 provisions of the Defense Environmental Restoration Program
12 ("DERP"), 10 U.S.C. 2701, et seq;

13 F. The actual and/or threatened release of hazardous
14 substances from the Site may present an imminent and substantial
15 endangerment to the public health or welfare or the environment;

16 G. The actions described in this Order are necessary
17 to protect the public health and welfare and the environment;

18 VIII. WORK TO BE PERFORMED

19 8.1 U.S. EPA and DLA agree that U.S. EPA will
20 perform the necessary work and activities related to the 1991
21 removal action as set out in Attachment A.

22 8.2 Pursuant to Section 106(a) of CERCLA,
23 42 U.S.C. § 9606(a), as amended, DLA agrees to perform the
24 following:

25 A. DLA shall conduct and report on semi-annual
26 ground water monitoring at the Site.

1 B. DLA shall continue to pursue disposal of the
2 dioxin stored on-site and shall submit an annual report
3 documenting the efforts made and the results of these efforts.

4 C. DLA shall directly fund U.S. EPA use of the
5 Corps of Engineer's contract analytical laboratories for the
6 removal action set out in Attachment A through direct lab
7 billings to DLA. The funding of these laboratories shall be
8 separate from and in addition to the reimbursement provisions of
9 Section X.

10 D. DLA shall provide assistance with community
11 relations activities, including public meetings.

12 IX. COORDINATION

13 9.1 U.S. EPA agrees to provide DLA with drafts of
14 its decision documents, including the removal work plan and
15 provide DLA with an opportunity to review and comment on such
16 documents. Upon DLA's request, an opportunity for an informal
17 meeting to discuss such documents will be provided.

18 X. REIMBURSEMENT

19 10.1 On or before June 12, 1991, DLA shall pay to
20 U.S. EPA the sum of five hundred thousand dollars (\$500,000.00)
21 to fund the Costs of the 1991 removal activities set out in
22 Attachment A.

23 10.2 DLA agrees to obligate an additional five
24 hundred thousand dollars (\$500,000.00) to pay for any additional
25 Costs incurred during the 1991 removal activities set out in
26 Attachment A. Additional Costs in excess of five hundred
27 thousand dollars (\$500,000.00) and up to one million dollars

1 (\$1,000,000.00) will be issued to U.S. EPA within forty-five days
2 of receipt of an invoice from U.S. EPA.

3 10.3 DLA and U.S. EPA expressly recognize that
4 Costs associated with the removal activities set out in
5 Attachment A in excess of one million dollars (\$1,000,000.00) may
6 be recovered through modification and/or amendment of this Order
7 or by any other means available to U.S. EPA.

8 10.4 The payments required by this Section shall be
9 made to "EPA Hazardous Substance Superfund" and shall be remitted
10 to: EPA Superfund, P.O. Box 360903M, Pittsburgh, Pennsylvania
11 15251. The payment shall be accompanied by correspondence
12 identifying the payment as for the EPA Region 10 Arctic Surplus
13 Site 1991 removal action, along with the name and the identity of
14 the paying party, case caption, and EPA Docket Number. Notice of
15 such payments shall be mailed to U.S. EPA, as follows:

16 Cynthia Mackey
17 Assistant Regional Counsel
18 U.S. Environmental Protection Agency
19 Region 10
1200 Sixth Avenue
Seattle, Washington 98101

20 Joe Penwell
21 Financial Management Office
22 U.S. Environmental Protection Agency
Region 10
1200 Sixth Avenue
Seattle, Washington 98101

23 10.5 In the event that DLA fails to timely make
24 any of the payments required by this Section, DLA may be subject
25 to penalties, including stipulated penalties. Further, under
26 this Order for 1991 removal activities, if DLA fails to timely
27

1 make the payments required by this Section and funds from the
2 U.S. EPA Hazardous Substance Superfund are incurred by U.S. EPA
3 without reimbursement by the DLA, DLA shall pay interest on the
4 unpaid balance at the rate established by the Department of
5 Treasury pursuant to 31 U.S.C. § 3717 and 4 C.F.R. 102.13.

6 10.6 Following completion of the 1991 removal
7 action, U.S. EPA will provide DLA with a summary of the Costs
8 paid and incurred by U.S. EPA to perform such action.

9 10.7 In the event that U.S. EPA's 1991 Costs are
10 less than the payments made by DLA pursuant to Paragraph 10.1
11 above, U.S. EPA, on behalf of DLA, will apply the additional
12 funds towards costs incurred for the site.

13 10.8 Payments required pursuant to this section,
14 including Stipulated Penalties and interest, are subject to the
15 availability of funds as provided in Section XVI.

16 XI. NOTIFICATION

17 11.1 Documents, notices and correspondence under
18 this Order should be sent to the following at the following
19 addresses:

20 A. John P. Sainsbury
21 U.S. EPA, Region 10
22 1200 Sixth Avenue, HW-093
23 Seattle, Washington 98101
24 (206) 442-1196
25 (FTS) 399-1196

26 B. John Dipietro (DRMS-HT)
27 Defense Reutilization and Marketing Service
28 Federal Center
29 74 N. Washington
30 Battle Creek, MI 49017-3092
31 (616) 961-5892
32 (FTS) 552-5892

1 XII. ADMINISTRATIVE RECORD

2 12.1 DLA shall make the original complete and
3 updated Administrative Record available to U.S. EPA within
4 fifteen (15) days of the effective date of this Order.

5 12.2 U.S. EPA will be responsible for updating,
6 maintaining, and indexing the Administrative Record in accordance
7 with Section 113(k) of CERCLA, 42 U.S.C. § 9613, and the NCP.

8 12.3 DLA shall continue to provide a location in
9 Fairbanks, Alaska for maintaining a copy of the Administrative
10 Record for public viewing.

11 XIII. DISPUTE RESOLUTION

12 13.1 If a dispute arises under this Order, the
13 procedures of this Section shall apply. Any Party may invoke
14 this dispute resolution procedure. All Parties to this Order
15 shall make reasonable efforts to informally resolve disputes at
16 the Project Manager or immediate supervisor level. If resolution
17 cannot be achieved informally, the procedures of this Section
18 shall be implemented to resolve a dispute.

19 13.2 Within seven (7) days after any action which
20 leads to or generates a dispute, the disputing Party shall submit
21 to the Dispute Resolution Committee (DRC) a written statement of
22 dispute setting forth the nature of the dispute, the work
23 affected by the dispute, the disputing Party's position with
24 respect to the dispute and the technical, legal, or factual
25 information the disputing Party is relying on in support of its
26 position.

1 13.3 The DRC will serve as a forum for resolution
2 of dispute for which agreement has not been reached through
3 informal dispute resolution. The Parties shall each designate
4 one individual and an alternate to serve on the DRC. The
5 individuals designated to serve on the DRC shall be delegated the
6 authority to participate on the DRC for the purpose of dispute
7 resolution under this Order. The U.S. EPA representative on the
8 DRC is the Chief of the Superfund Response and Investigations
9 Section, Superfund Branch, U.S. EPA, Region 10. The DLA
10 designated member is the Commander, DRMS. Written notice of any
11 delegation of authority from a Party's designated representative
12 on the DRC shall be provided to the other Party.

13 13.4 Following elevation of a dispute to the DRC,
14 the DRC shall have seven (7) days to unanimously resolve the
15 dispute and issue a written decision. If the DRC is unable to
16 unanimously resolve the dispute within the seven day period, the
17 written statement of dispute shall be forwarded as set out in A
18 and B immediately below.

19 A. Disputes Concerning The Imposition of Stipulated Penalties

20 13.5 If a dispute concerns the imposition of
21 stipulated penalties, the written statement of dispute shall be
22 forwarded to the Senior Executive Committee (SEC) for resolution
23 within seven (7) days.

24 13.6 The SEC will serve as the forum for
25 resolution of disputes on the matters referred to in paragraph
26 13.5 for which agreement has not been reached by the DRC. The
27

1 U.S. EPA representative on the SEC is the Regional Administrator
2 of U.S. EPA Region 10. The DLA representative on the SEC is the
3 Staff Director, Directorate of Installation Services and
4 Environmental Protection, DLA. The SEC members shall, as
5 appropriate, confer, meet, and exert their best efforts to
6 resolve the dispute and issue a written decision. If unanimous
7 resolution of the dispute is not reached within seven (7) days,
8 the U.S. EPA Regional Administrator shall issue a written
9 position on the dispute. The DLA may, within seven (7) days of
10 the Regional Administrator's issuance of the U.S. EPA written
11 position, issue a written notice elevating the dispute to the
12 Administrator of U.S. EPA for resolution in accordance with all
13 applicable laws and procedures. In the event DLA elects not to
14 elevate the dispute to the Administrator within the designated
15 seven (7) day period, DLA shall be deemed to have agreed with the
16 Regional Administrator's written position with respect to the
17 dispute.

18 13.7 Upon escalation of a dispute to the
19 Administrator of U.S. EPA pursuant to paragraph 13.6 above, the
20 Administrator will review and resolve the dispute within fourteen
21 (14) days. Upon request, and prior to resolving the dispute, the
22 U.S. EPA Administrator shall meet and confer with the DLA
23 Director, or his designee, to discuss the issues under dispute.
24 Upon resolution, the Administrator shall provide the DLA with a
25 written final decision setting forth the resolution of the
26 dispute. The duties of the Administrator in this Section shall
27 not be delegated.

1 B. All Other Disputed Matters

2 13.8 For all other disputed matters, if the DRC is
3 unable to unanimously resolve the dispute within the seven (7)
4 day period, the written statement of dispute shall be forwarded
5 to the Regional Administrator of U.S. EPA's Region 10 for
6 resolution within seven (7) days.

7 13.9 Upon escalation of a dispute to the Regional
8 Administrator pursuant to paragraph 13.8 above, the Regional
9 Administrator will review and resolve the dispute within seven
10 (7) days. Upon request, and prior to resolving the dispute, the
11 U.S. EPA Regional Administrator shall meet and confer with the
12 DLA Staff Director, Directorate of Installation Services, or his
13 designee, to discuss the issues under dispute. Upon resolution,
14 the Regional Administrator shall provide the DLA with a written
15 final decision setting forth the resolution of the dispute. The
16 duties of the Regional Administrator in this Section shall not be
17 delegated.

18 C. Final Resolution

19 13.10 Within seven (7) days of resolution of a
20 dispute pursuant to the procedure specified in this Section, the
21 resolution and final determination shall be incorporated into the
22 appropriate plan, schedule, or procedure.

23 13.11 Resolution of a dispute pursuant to this
24 Section of the Order constitutes a final resolution of any
25 dispute arising under this Order. All Parties shall abide by all
26 terms and conditions of any final resolution of dispute obtained
27 pursuant to this Section of the Order.

1 XIV. STIPULATED PENALTIES

2 14.1 In the event that DLA fails to perform the
3 work required by Paragraph 8.2 (Work To Be Performed), fails to
4 make timely payments required by Section X (Reimbursement) or
5 otherwise fails to comply with a significant term or condition of
6 this Order, U.S. EPA may assess a stipulated penalty against DLA.
7 A stipulated penalty may be assessed in an amount not to exceed
8 five thousand dollars (\$5,000.00) for the first week (or part
9 thereof), and ten thousand dollars (\$10,000.00) for each
10 additional week (or part thereof) for which a failure set forth
11 in this paragraph occurs.

12 14.2 Upon determining that DLA has failed in a
13 manner set forth in paragraph 14.1, U.S. EPA shall so notify DLA
14 in writing. If the failure in question is not already subject to
15 dispute resolution at the time such notice is received, DLA shall
16 have fifteen (15) days after receipt of the notice to invoke
17 dispute resolution on the question of whether the failure did, in
18 fact, occur. DLA shall not be liable for the stipulated penalty
19 assessed by U.S. EPA if the failure is determined, through the
20 dispute resolution process, not to have occurred. No assessment
21 of a stipulated penalty shall be final until the conclusion of
22 dispute resolution procedures related to the assessment of the
23 stipulated penalty.

24 14.3 The annual reports required by Section
25 120(e)(5) of CERCLA, 42 U.S.C. § 9620(e)(5), shall include, with
26 respect to each final assessment of a stipulated penalty against
27 DLA under this Order, each of the following:

- a. The facility responsible for the failure;
- b. A statement of the facts and circumstances giving rise to the failure;
- c. A statement of any administrative or other corrective action taken at the relevant facility, or a statement of why such measures were determined to be inappropriate;
- d. A statement of any additional action taken by or at the facility to prevent recurrence of the same type of failure; and
- e. The total dollar amount of the stipulated penalty assessed for the particular failure.

14.4 Stipulated penalties assessed pursuant to this Section shall be payable to the Hazardous Substances Response Trust Fund only in the manner and to the extent expressly provided for in Acts authorizing funds for, and appropriations to, the Department of Defense.

14.5 In no event shall this Section give rise to a stipulated penalty in excess of the amount set forth in Section 109 of CERCLA, 42 U.S.C. § 9609.

14.6 Nothing in this Order shall be construed to render any officer or employee of DLA personally liable for the payment of any stipulated penalty assessed pursuant to this Section.

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15.2 U.S. EPA shall not be held as a Party to any contract entered into by DLA to implement the requirements of this Order.

XVI. FUNDING

16.2 Any requirement for the payment or obligation of funds, including stipulated penalties, by DLA established by the terms of this Order shall be subject to the availability of appropriated funds, and no provision herein shall be interpreted

1 to require obligation or payment of funds in violation of the
2 Anti-Deficiency Act, 31 U.S.C. Section 1341. In cases where
3 payment or obligation of funds would constitute a violation of
4 the Anti-Deficiency Act, the dates established requiring the
5 payment or obligation of such funds shall be appropriately
6 adjusted.

7 16.3 If appropriated funds are not available to
8 fulfill DLA's obligations under this Order, U.S. EPA reserves the
9 right to initiate an action against DLA, any other entity or any
10 other person, or to take any response action, which would be
11 appropriate absent this Order.

12 16.4 Funds authorized and appropriated annually by
13 Congress under the "Environmental Restoration, Defense"
14 appropriation in the Department of Defense Appropriation Act and
15 allocated by the Deputy Assistant Secretary of Defense
16 (Environment), DASD(E), to DLA will be the source of funds for
17 activities required by this Order consistent with Section 211 of
18 SARA, 10 U.S.C. Chapter 160. However, should the Environmental
19 Restoration, Defense appropriation be inadequate to meet the
20 total DLA implementation requirements, the Department of Defense
21 shall employ and DLA shall follow a standardized Department of
22 Defense prioritization process which allocates that year's
23 appropriations in a manner which maximizes the protection of
24 human health and the environment. A standardized Department of
25 Defense prioritization model shall be developed and utilized with
26 the assistance of U.S. EPA.

XVII. EFFECTIVE DATE

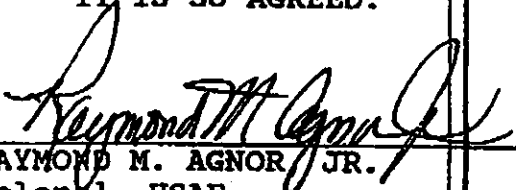
17.1 The effective date of this Order shall be the date on which the U.S. Environmental Protection Agency signs this Order.

AUTHORIZED SIGNATURES


Each of the undersigned representatives of the Parties certifies that he or she is fully authorized to enter into the terms and conditions of this order and to legally bind such Party to this Order.

IT IS SO AGREED:

By


RAYMOND M. AGNOR JR.
Colonel, USAF
Commander, Defense Reutilization
and Marketing Service

Date

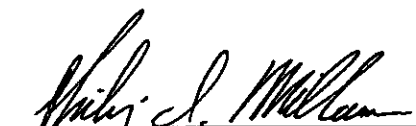

10 June 1991

AUTHORIZED SIGNATURES

Each of the undersigned representatives of the Parties certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to legally bind such Party to this Order.

IT IS SO AGREED:

By



Philip G. Millam, Chief
Superfund Branch, Region 10
United States Environmental Protection Agency

June 11, 1991

Date

SCOPE OF WORK
FOR THE
1991 REMOVAL ACTIVITIES AT THE ARCTIC SURPLUS SITE

ATTACHMENT A

1. Conduct on-site surface Extent of Contamination ("EOC") surveys as follows:

- A. The approximate western one-third of the Site will be sampled using a 25' x 25' "hot spot" statistical sampling design while the eastern two-thirds will be sampled on a 50' x 50' "hot spot" design. The smaller area design reflects the apparent higher contaminant concentration in the western one-third of the Site. Sampling may include areas outside the fenced enclosure. The statistical confidence level for both areas will be ninety (90) percent. The laboratory analytical results turnaround will be no more than five (5) days for field analytical confirmatory samples for lead and PCBs or forty-five (45) days for priority pollutants. Results will be screened by EPA/TAT for "hits" and "tentatively identified compounds" ("TICs").
- B. The first survey will begin on or about June 17, 1991. The first survey focus shall be on the primary contaminants, lead, and PCBs, with ten (10) percent of the samples run for the priority pollutants--volatiles, semivolatiles, pesticide/PCBs and inorganics using EPA Level IV CLP screening methods and QA/QC

requirements. If field methods are used to determine lead and/or PCBs, ten (10) percent of the samples will be submitted for confirmatory laboratory analysis employing at least EPA Level III QA/QC. For lead and PCBs, only "hot spots" being stabilized or final post-removal cleanup attainment confirmatory analyses need meet CLP Level IV requirements.

C. The second survey will begin on or about August 15, 1991. The second survey will focus on "hits" and TICs revealed on the first survey and will be intended to confirm the concentration and areal definition of contaminants remaining on site. It will employ a 12.5' x 12.5' "hot spot" sampling design, CLP methods specific for identified "hits" and TICs, and achieve CLP Level IV requirements.

2. Conduct EOC survey at the daycare facility and associated playground area adjacent to the site (if the facility is still in operation). This EOC survey will be conducted during the first EOC survey and will analyze for lead, PCB, and dioxin. CLP Level IV requirements will be achieved on samples obtained.

3. Conduct buried drum and transformer exploratory surveys. The exploratory surveys will be conducted in those areas rumored to contain buried drums or transformers. Conduct removal and disposal of recovered hazardous wastes as required. Analyze post-removal soils for "priority pollutants" using CLP Level IV.

4. Removal activities to be conducted upon completion of the second EOC survey are as follows:

A. Cleanup or stabilize PCB contamination to 100 ppm for entire site.

B. Cleanup or stabilize lead contamination to 1000 ppm for entire site.

C. Cleanup of asbestos to TSCA approved standards when incidentally encountered in (non-asbestos) removal cleanup areas. Otherwise, asbestos will be addressed during subsequent remedial cleanup.

D. Cleanup or stabilize pesticides and other hazardous substances of concern to EPA determined removal program action concentration, e.g., chlordane (0.20 ppm) dioxin (1 pbb as 2,3,7,8 TCDD).

E. If removal is conducted, the site shall be cleaned up until the post-removal sampling indicates with at least ninety (90) percent confidence that the concentrations of the contaminants (except asbestos) on site are statistically less than the removal action cleanup standard(s).

5. Groundwater monitoring by the DLA will continue semi-annually and will include the same parameter array but will additionally identify and quantify TICs of concern. Parameter array will be evaluated following EPA examination of the 1990 winter and 1991 summer groundwater monitoring data, the 1991 EOC survey data, and identification of groundwater TICs.

6. Air monitoring will be conducted on- and off-site and will address all site originating emission sources during hours of site removal activity, i.e., air monitoring will not be required during on-site surface soil EOC surveys. Daily meteorological data will be routinely incorporated into an air data health effects evaluation summary.